LABOR AGREEMENT

BETWEEN

STATE OF MONTANA

DEPARTMENT OF JUSTICE

MOTOR VEHICLE DIVISION,

TITLE AND REGISTRATION BUREAU

and

MONTANA PUBLIC EMPLOYEES ASSOCIATION

2015-2017

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PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July, 2015, between the State of Montana, the Department of Justice, Motor Vehicle Division, Title and Registration Bureau, hereinafter referred to as the "Employer," and the Montana Public Employees Association, hereinafter referred to as the "Association." It is the beneficial working relationship between the Employer and its employees, to provide an orderly and peaceful means of resolving grievances, to prevent interruption of work and interference with the efficient operation of the State of Montana, and to set forth herein a basic and complete agreement between the parties concerning terms and conditions of employment, which are not otherwise mandated by statute. It is understood that the Employer is engaged in furnishing an essential public service which vitally affects safety and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1. RECOGNITION

Section 1. The Employer recognizes the Association as the sole bargaining agent for all employees working at the Title and Registration Bureau at Deer Lodge, excluding all supervisory, management, and confidential employees.

Should a dispute arise concerning whether an employee is supervisory, management, or confidential, either party to this Agreement may petition the Board of Personnel Appeals for a unit clarification.

Section 2. Employees covered by the terms of this Agreement shall not be required to become members of the Association but must, as a term and condition of employment, pay a representation fee to the Association.

The representation fee established by the Association shall not exceed the membership dues and shall be based on the proportion of Association expenditures for collective bargaining, contract administration, grievance adjustment, and other activities sufficiently related to collective bargaining to total association expenditures.

The Association agrees to provide non-members an adequate explanation of the basis for the representation fee, a prompt opportunity to challenge the amount of the representation fee, before an impartial decision maker, and an escrow for the amounts reasonable in dispute which such challenges are pending.

Section 3. All employees covered by the terms of this Agreement shall within 30 days of the signing of this Agreement, or within 30 days of employment, whichever is later, pay dues or the representation fee to the Association. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice of default by the Association. The Association may make written notice of default and demand for discharge after the 30-day period specified above. Upon the 30th day and upon receipt of written notification of default and demand for discharge from the Association by the Employer, the Employer shall initiate appropriate discharge actions.

Section 4. Definitions. A "permanent employee" is an employee who is designated by the agency as permanent and has satisfactorily completed the probationary period. A "temporary employee" is an employee hired to perform temporary duties or permanent duties on a temporary basis for a definite period of time not to exceed 12 months, and is terminated at the end of the employment period. A temporary employee is not eligible to become a permanent employee without a competitive process.

Section 5. A written list of the accredited officers and representatives of the bargaining unit shall be furnished to the agency director immediately after their election and the agency director shall be notified of any changes of said representatives within seven calendar days.

ARTICLE 2. EMPLOYEE RIGHTS

Section 1. Probationary Period. The Employer shall one year after hiring employees new to state government to determine the employee's competence in any position covered by this Agreement.

During the probationary period, the Chief, Title and Registration Bureau, or designee, through the employee's immediate supervisor, will conduct counseling sessions to inform the employee of his or her strengths, weaknesses, and methods of improvement; and shall include a signed acknowledgement by the employee of the evaluation with a copy being provided to the employee. Such an evaluation shall be done at least quarterly during the probationary period.

Section 2. Employees who attain permanent status will be evaluated annually by their immediate supervisor. The purpose of the evaluation is to inform the employee of his/her strengths, weaknesses, methods of improvement, and progress. The pertinent comments regarding the evaluation will be written and the employee will sign acknowledgement on the document, or if the employee refuses then the supervisor will make a notation that the employee refused to sign.

Completed evaluation documents with any attachments will be placed in the employee's personnel file as part of the employee's permanent record. A copy of the evaluation will be given to the employee at the time the evaluation is completed.

Section 3. At any time during the probationary period an employee may be separated from the service without recourse to the grievance procedure unless management has failed to counsel employees as provided for in Section 1 of this Article.

Section 4. Employees who fail to meet the requirements of probation and who have been promoted by seniority shall, on removal from the position taken by bid, be entitled to employment in such job opening as is available and for which they are qualified.

Section 5. Discharge or Suspension. The Employer may discharge any employee with permanent status only for just cause. The Employer shall furnish an employee subject to discharge or suspension with a written statement of the grounds and specific reason(s) for such actions and shall in addition notify the Association of the removal of an employee for cause. An employee with permanent status may appeal his/her dismissal, suspension, or other punitive disciplinary action through the grievance procedure. This in no way limits Management's prerogative to lay off employees in accordance with Articles 10 and 16.

Section 6. An employee who feels that a letter of caution, consultation, warning, admonishment, or reprimand has been placed in the employee's personnel file without just cause shall have the right to appeal it through the grievance procedure.

Section 7. There shall be equal pay for equal work in all categories of employment.

ARTICLE 3. NON-DISCRIMINATION

Section 1. No employee shall be discharged or discriminated against by the Employer for upholding Association principles or Association activities, as long as such activity does not interfere with the efficient operation of the Bureau. The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representatives of the Association." "Duly authorized representative" means a member of regularly constituted committees and/or officers of the Association. This clause shall comply with the Civil Rights Discrimination Act of 1964 and any amendments thereto.

Section 2. In accordance with the provisions of Chapter 487, Sessions Laws of 1975, "Montana Code of Fair Practices," the Employer shall recruit, appoint, assign, train, evaluate, and without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or ancestry. Employer may not enter into any benefit plans such as subterfuges or evade the purposes of the code. The Employer is not precluded, however, from entering into a bona fide seniority system that is not structured to perpetuate any past discriminatory practices.

ARTICLE 4. MANAGEMENT RIGHTS

Employer retains all rights to manage, direct, and control its businesses in all particulars except as such rights are modified or waived by the terms of this Agreement. The

Union and its members recognize the prerogatives of the Employer to operate and manage its affairs in such areas as but not limited to:

A. direct employees;
B. hire, promote, transfer, assign, and retain;
C. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work be inefficient and nonproductive;
D. maintain the efficiency of government operations;
E. determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
F. take whatever actions may be necessary to carry out the agency in situations of emergency;
G. establish the methods and processes by which work is performed.

ARTICLE 5. WORK DAY - WORK WEEK

Section 1. The regular work day shall consist of eight continuous hours, except for an additional hour or half-hour allowed for midday meal.

Section 2. The work week shall be 40 hours, consisting of five days of eight working hours each, with two consecutive days off in each seven days. It is understood that a variable work schedule may be mutually agreed to by the Employer and employee, as long as such schedule totals 40 hours for one week. Variable work schedules could include four 10-hour days.

Section 3. The working day of employees shall be on a regular non-rotating basis except by mutual agreement. However, in case of any emergency condition or for a special occasion, the shift of any employee may be temporarily altered.

Section 4. The Employer, as a matter of policy, shall endeavor to equalize the workload of all employees in all sections of the Title and Registration Office.

Section 5. Rest Period: All employees shall be granted a 15-minute rest break during the first four hours of the shift and another 15-minute rest period during the second four hours of the shift.

ARTICLE 6. OVERTIME COMPENSATION

Section 1. Non-exempt employees required to work in excess of eight hours in any day or in excess of 40 hours in any week shall be compensated at the rate of one and one-half times their regular rate of pay. A non-exempt employee may request and receive compensatory time in lieu of cash at the employee's option with the employer's approval. Compensatory time will be taken at a time mutually agreed to by the Employer and the employee. In order to provide for a flexible work week, the provisions for overtime and compensatory time and one-half after eight hours a day, as set forth in Sections 1, 4, and 7 of this Article, may be waived by mutual agreement between the Employer and the employee.

Section 2. No overtime shall be worked without direction and prior approval of proper authority.

Section 3. Employees will not be required to suspend working during regular hours to absorb overtime.

Section 4. Overtime and nonexempt compensatory time.

1) Overtime and nonexempt compensatory time will be earned and recorded in no smaller than one-tenth hour increments.
   Example: 1 = 6 minutes; 2 = 12 minutes, etc.

2) Employees will take nonexempt compensatory time off in no less than one-half hour increments.

Section 5. Management shall insofar as possible distribute overtime work equally to employees working within the same section.

Section 6. The Association and the Employer are not in favor of overtime, and nothing in this Section shall be construed as encouraging such procedure.

Section 7. Each and every call-out will be for a minimum of two hours at one and one-half times pay. For any additional time the employee will be compensated for actual time worked at one and one-half times pay. A call-out is defined as an occasion when an employee is called back to work after having previously left the workplace upon completing a normal days' work. Extension of a shift is not considered a call-out.

Section 8. Authorized holiday leave, sick leave, annual leave or compensatory time off shall constitute time worked when computing overtime or compensatory time credits.

ARTICLE 7. HOLIDAYS

Section 1. Employees shall be granted the following holidays without loss of pay:

January 1 ..... New Year's Day
Third Monday in January ..... Martin Luther King, Jr. Day
Third Monday in February ..... Lincoln's & Washington's Birthday
Last Monday in May ..... Memorial Day
July 4 ..... Independence Day
First Monday in September ..... Labor Day
Second Monday in October ..... Columbus Day
November 11 ..... Veterans Day
Fourth Thursday in November ..... Thanksgiving Day
December 25 ..... Christmas Day
Every day on which a general election is held through the State of Montana

Section 2. The holidays listed in Section 1 shall be granted at the regular rate of pay to all eligible full time employees. Eligible part-time employees shall receive pay or accrual for the holiday on a pro rate basis. To be eligible for holiday pay an employee must be in pay status on the last scheduled working day immediately before the holiday and on the first regularly scheduled working day immediately after the holiday.

Section 3. Employees required to work on a holiday will be paid at one and one-half times their regular rate of pay. An additional day will be granted for the holiday worked which will be compensated for by the employee submitting in writing to his/her immediate supervisor a request for one of the following:

A. Pay at his/her regular rate.
B. An additional day of rest granted which must be taken by the end of the month following the month in which the holiday is earned.

Section 4. Banked holidays on the books as of December 31 will carry forward for 90 days into the next calendar year. Employees will have the option of using the banked holiday hours through March 31. Any excess prior year banked holiday on the books as of March 31 will be cashed out by paying the employee's regular rate of pay for each hour banked on the pay period that includes March 31. Banked holiday benefit hours are cashed out as a lump sum payment as supplemental income and taxed accordingly.

ARTICLE 8. LEAVE

Section 1. Annual leave (Vacation)

Subsection 1. Each employee who is in continuous employment and service is entitled to and shall earn annual vacation leave credit from the first full pay period of employment. However, employees are not entitled to any leave with full pay until they have worked continuously for a period of six months. In accordance with 2-18-612, M.C.A., vacation leave credits are earned in accordance with the following schedule.

Years of Employment	Per Year
1 day through 10 years	15
10 years through 15 years	18
15 years through 20 years	21
20 years on	24

Annual leave benefits for permanent part-time employees who have served the qualifying period shall be prorated.

Subsection 2. Accumulation of leave - Annual leave may be accumulated at a total not to exceed two times the number of days earned yearly.

Subsection 3. Vacation leave shall not accrue during a leave of absence without pay.

Subsection 4. Unused earned vacation time shall be paid to the employee at his regular rate of pay at the time of separation from service

Subsection 5. The dates when employee's vacations shall be granted shall be determined by agreement between each employee and the Employer, with regards to seniority and the best interests of the State.

Subsection 6. If a holiday(s) occurs during the period in which vacation is taken by an employee, the holiday(s) shall not be charged against the employee's annual leave.

Subsection 7.

A. Vacation time may be taken on a split vacation basis. Only the initial portion of a split vacation may be selected on the basis of seniority.
B. Vacation may not be taken in increments of less than one-half hour.

Subsection 8. One additional week of vacation without pay may be used to extend regular vacation, with proper notification and prior approval of employee's immediate supervisor.

Section 2. Sick Leave. Employees shall be granted sick leave per 2-18-618, M.C.A., and according to the following:

Subsection 1. Sick leave utilized must not exceed the amount accrued by the employee. If an employee is ill and has exhausted his/her sick leave credits, he/she may utilize his/her accrued annual leave.

Subsection 2. In the event that an employee on annual leave becomes ill, the employee shall be afforded the right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification, if required.

Subsection 3. In the event that a holiday falls when an employee is on sick leave, the employee shall be changed from sick leave status to holiday status.

Subsection 4. Notification of absence because of illness shall be given as soon as possible to either the immediate supervisor or to the individual designated to receive such calls. Management agrees to take appropriate steps to insure notification to employees of the names and telephone numbers of designated individuals. If the employee fails to give such notification, the absence may be charged to leave without pay. Absence without receipt of proper notification by the Employer from the employee shall constitute just cause for immediate discharge, unless the failure to give such notification was due to circumstances beyond the control of the employee. In cases where employees are performing functions that will require a replacement, said employees will, if possible, notify Management of their absence as soon as possible.

Subsection 5. Approved sick leave may be used to attend a funeral. It is assumed that funeral attendance will not exceed two hours unless the funeral is out of town or the employee communicates the need for additional time prior to the funeral.

Section 3. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave per 2-18-619, M.C.A.:

2-18-619 M.C.A., Jury duty -- service as witness.

1. Each employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Juror fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his juror time off against his annual leave, he shall not be required to remit his juror fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowance paid him by the court.

2. An employee subpoenaed to serve as a witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Witness fees shall be applied against the amount due the employee from his Employer. However, if an employee elects to charge his witness time off against his annual leave, he shall not be required to remit his witness fees to his Employer. In no instance is an employee required to remit to his Employer any expense or mileage allowances paid to him by the court.

3. Employers may request the court to excuse their employees from jury duty if they are needed for the proper operation of a unit of state or local government.

Section 4. Maternity Leave. Maternity leave shall be granted in accordance with 49-2-310, 311, M.C.A.

49-2-310 M.C.A. Maternity leave unlawful acts of Employers. It shall be unlawful for an Employer or his agent to:

1. Terminate a woman's employment because of her pregnancy;

2. Refuse to grant to the employee a reasonable leave of absence for such pregnancy;

3. Deny to the employee who is disabled as a result of pregnancy any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by her employer, provided that the employer, may require disability as a result of pregnancy to be verified by medical certification that the employee is not able to perform her employment duties; or

4. Require that an employee take a mandatory maternity leave for an unreasonable length of time.

49-2-311 M.C.A.. Reinstatement of job following pregnancy-related leave of absence. Upon signifying her intent to return at the end of her leave of absence, such employee shall be reinstated to her original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits unless, in the case of a private employer, the employer's circumstances have so changed as to make it impossible or unreasonable to do so.

The employee should check with the agency's payroll/personnel clerk if the employee wishes to continue health insurance benefits during the leave in order not to lose any continuity of coverage.

Section 5. Leave Without Pay

Subsection 1. Employees who have been in the service of the Employer for at least six months may be entitled to take leave of absence without pay for good and sufficient reasons, such as extended illness or personal injury to the employee or a member(s) of the employee's immediate family, death of a member of the employee's immediate family or other reasonable purposes to be agreed upon by the Association and the Employer.

Subsection 2. Leaves of absence shall not exceed six months, provided, however, that they may be extended for an additional period to be decided upon by the Chief, Title and Registration Bureau. Requests for leaves of absence must be submitted in writing for approval of the Chief, Title and Registration Bureau. Written approval or denial must be given to the employee within 10 working days, provided, however, that request for immediate leave for family sickness, injury, or death shall be answered before the end of the shift on which the request is submitted.

Subsection 3. The Employer shall grant reasonable leave of absence to employees whenever required in the performance of duties as "duly authorized representative of the Association." "Duly authorized representative" means a member of a regularly constituted committee and/or officers of the Association.

Subsection 4. If an employee holding a permanent position is on an approved leave of absence without pay that is scheduled to last more than 90 days but less than 180 days, the Employer may, at its discretion, post, and fill the position on a temporary basis according to Article 9.

An employee who is on such leave of absence without pay must provide at least 30 calendar days' notice of an intention to return to work. If the employee provides such notice and returns to work, the person temporarily filling the position shall be returned to his/her former position.

If the employee fails to provide 30 days' notice of intention to work, or notifies the Employer of an intention not to return, the Employer has the option to post the job as a permanent position according to Article 9. This in no way obligates the Employer to fill any job vacancy.

ARTICLE 9. JOB POSTING

Section 1. When a new position is created or a vacancy occurs in existing position, the Employer shall prepare and post in places to be agreed upon by the Employer and the Association a bulletin listing service, assigned days of rest, whether the position is permanent or temporary, how long it is probable the position will continue, the starting date of the assignment, last date when application will be received and accepted, and with who the application shall be filed. The Employer shall submit job descriptions of new job positions to be created to the Association for its consideration.

Section 2.

A. The Employer shall designate no less than 72 hours, weekends excluded in which positions shall be posted for bid and advertised. It is also agreed that when an employee has been accepted for any posted bid position, such employee will be placed in the job with the salary as posted on the bid in conformity with State Pay Plan Rules. Employees who are accepted into a new position who do not possess the minimum qualifications will be placed in a training assignment as established under MOM III, Policy 3-0505, Rule 1806.
B. The Employer shall recognize seniority, experience and qualifications in awarding promotions to the employees when filling newly created or vacant positions.
C. A senior employee who has applied for a posted position and is not assigned thereto shall, upon request, be entitled to be advised in writing of the reason(s) the employee did not receive the assignment from the supervisor of the section that the position was being offered in or a designee in the absence of the supervisor.
D. If a dispute arises, the grievant's questions, scores, and the model answers will be shown to the grievant upon request.
E. This section shall not apply to vacancies in band 2 Record Clerk (non- lead) or Mail Clerk positions.

Section 3. There shall be no more than two lateral transfers in any one-year period.

ARTICLE 10. SENIORITY

Section 1. There shall be one seniority date. Seniority shall be based on the number of hours employment of uninterrupted service with the Title and Registration Bureau, except that a leave of absence without pay exceeding 60 calendar days shall not be included in the computation of time for seniority.

Section 2. The Employer shall maintain a seniority roster of all employees so that the Association may distribute them to its members. Such roster shall be revised as of January 1st and July 1st of each year this Agreement is in effect.

Section 3. Employees shall have the right to protest their seniority designation. Such protests shall be in writing and be filed within 30 days after the seniority roster is made available.

Section 4. Layoff of Union members shall be according to seniority and qualifications within the Title and Registration Bureau Office. The most qualified senior member shall be first rehired. If the Employer determines that it is necessary to reduce the hours of the employees or initiate layoff, the Employer agrees to meet and confer with the Association prior to implementing the reduction in hours or layoff.

Section 5. Seniority shall be forfeited upon termination for any cause. Bargaining unit seniority shall be retained by the employee who transfers to a position not covered by this Agreement for a period of no more than six months from the date of transfer.

Section 6. Seniority for permanent employees shall be based on actual hours worked. 2,080 hours shall equal one year starting July 1, 1989.

ARTICLE 11. GRIEVANCE AND ARBITRATION

Section 1. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all disputes involving the interpretation, application or alleged violation of a specific provision of this Agreement. A grievance shall be defined as any dispute involving the interpretation, application or alleged violation of a specific provision of the Agreement.

Step 1.
Any dispute involving the interpretation, application, or alleged violation of a specific provision of this Agreement shall be taken up with the employee's immediate supervisor within 15 working days of the grievance. The immediate supervisor shall have five working days to respond.

All grievances must be discussed with the immediate supervisor prior to the filing of a formal grievance and no formal grievance may be filed until the immediate supervisor has been given opportunity to attempt resolution.

Step 2.
If the grievance is not resolved informally, a formal grievance may be presented in writing within 10 working days from the receipt of the immediate supervisor's response - Step 1 to the Chief of Title and Registration Bureau. The Management representative at the second step shall have 10 working days from receipt of the grievance to respond in writing.

Step 3.
If the grievance is not resolved at Step 2, it may be presented to the Administrator of the Motor Vehicle Division or a designee within 10 working days of the receipt of the Step 2 response. The Administrator shall have 15 working days to respond to the grievance in writing.

Step 4.
If the grievance is not resolved at Step 3, it may be presented to the Attorney General or designee within 10 working days of the receipt of the Step 3 response. The Attorney General or designee shall have 15 working days to respond to the grievance in writing. Should the Association consider the decision of the Attorney General or designee unsatisfactory, the Association shall, within 15 working days of receipt of such decision, notify the Administrator and the Chief of the State Office of Labor Relations of its decision to take the grievance to final and binding arbitration.

RULES OF GRIEVANCE PROCESSING

1. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.

2. A grievance not filed or advanced by the grievant within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the Employer's representative to answer within the time limit set forth in any step will entitle the employee to the next step.

3. An appointed authority may replace any titled position in the grievance procedure, provided that such appointee has full authority to act in the capacity of the person being replaced.

4. When the grievance is presented in writing there shall be set forth all of the following:

   (a) A complete statement of the grievance and facts upon which it is based.
   (b) The rights of the individual claimed to have been violated and the remedy or correction requested.

5. Those employees desiring to use alternative grievance procedures may not pursue the same complaint under the provisions of this contractual procedure. Similarly, an employee pursuing the same grievance under another procedure.

6. In the event of a classification related grievance, the statutory classification appeal route shall be followed wherein the grievance may be submitted to the Board of Personnel Appeals for final resolution. Where a question arises as to whether the matter falls under the jurisdiction of the Board or could possibly be arbitrated, the matter shall be referred to the Board for a decision.

RULES OF ARBITRATION

1. Within 10 working days of receipt of the Association's notice of its intent to arbitrate a grievance, the parties shall select a fair and impartial arbitrator from a panel that has been predetermined as mutually acceptable by the Association and the Chief Negotiator, State Office of Labor Relations.

2. Each party shall be entitled to strike names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall render a decision within 20 working days of the hearing and that decision shall be final and binding.

3. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the costs.

4. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

ARTICLE 12. WAGES AND SALARY

Section 1. Addendum A provides for the parties' complete agreement relative to the base pay of bargaining unit members. Insurance contributions shall be provided according to 2-18-703, MCA. The rules of the pay plan for promotion, demotion, transfer, etc., shall be followed unless otherwise stated in this Agreement.

Section 2. Longevity allowance. In addition to the compensation determined in 2-18-303, MCA, a longevity allowance shall be provided according to 2-18-304, MCA.

ARTICLE 13. PROVISIONAL APPOINTMENT

Provisional Appointment Defined. Provisional appointment means a temporary appointment of an existing unit member by the Employer, to perform work in a different position description. The work shall be performed in excess of one day in a 40-hour week in the absence of the person who normally is in the position.

A If an employee is assigned a provisional appointment, the employee will be paid in accordance with the promotion, demotion, and transfer provisions in Addendum A, whichever fits the situation.
B. An employee assigned to a provisional appointment shall not achieve permanent status in the higher class without being successful in a competitive selection process. Upon the termination of the provisional appointment an employee shall resume his/her permanent position and appropriate rate of pay.
C. Provisional appointments must be made by the Chief, Title and Registration Bureau, or designee, and such notice must be in writing to the employee.

D. A provisional appointment to a TRB position outside the bargaining unit shall not constitute a break in seniority.

ARTICLE 14. HEALTH AND SAFETY

Section 1. The health and safety of employees shall be reasonably protected while in the service of the Employer. The Employer shall carry Industrial Accident Insurance on employees. Employees are directed to report all personal injuries received in the course of employment.

Section 2. For employees on Worker's Compensation and/or extended non-paid approved sick leave the Employer shall continue the Employer's contributions to their group health and accident insurance plan for such period up to and including three months of such leave.

ARTICLE 15. CONSOLIDATION OR ELIMINATION OF JOB

Section 1. When positions are consolidated, the Employer shall furnish to the Union, a copy of the Position Description Form which outlines the duties of the consolidated position.

Section 2. In assigning employees to a consolidated position, employees who are displaced as a result of consolidation will be given preferential consideration provided they are qualified and capable of filling the position. Should two or more employees have equal qualifications and capabilities, seniority will be the determining factor.

Section 3. When positions are consolidated or eliminated, employees presently assigned to these positions will be given their choice of any vacancies that exist provided they have the necessary skill and ability to perform the work available.

Section 4. If such action causes a reduction in work force, then Article 10, Seniority, of this Agreement will be applied.

Section 5. In no case will any job or jobs be consolidated, eliminated, or created without prior notification of intention to do so to the Association.

ARTICLE 16. ASSOCIATION RIGHTS

Section 1. The Employer agrees that accredited representatives of the Montana Public Employees Association shall have full and free access to the premises of the Employer provided prior notification of not less than four hours is given to the Chief or designee of the impending visit. Such visits shall take place whenever possible during non-working times, i.e., lunch breaks and rest breaks, and shall in no case impede the employees in performing their duties.

Section 2. The Employer agrees to furnish and maintain a suitable bulletin board in convenient places in each work area to be used by the Association. The Association shall limit its posting of notices and bulletins to such bulletin board.

Section 3. It is understood and agreed that no employee shall suffer a reduction in wages, working conditions, or other benefits previously enjoyed because of the adoption of this Agreement.

Section 4. Employees who terminate their service will be furnished upon request, a letter stating their classification, length of service, and reason for leaving, if known.

ARTICLE 17. LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Association agree to the establishment of a Labor-Management Relations Committee. The purpose of this Committee is to discuss any item of concern to either party and to improve communications between the Employer and the members of the bargaining unit. The Committee will not, however, take the place of the grievance procedure outlined under Article 11 or of the collective bargaining process.

Section 2. The Labor-Management Relations Committee will be comprised of three representatives from Management and three employee representatives from the bargaining unit.

Section 3. The Committee will meet as needed at mutually agreeable dates, times and places.

Section 4. Bargaining unit members who serve on the Labor-Management Relations Committee will receive paid release time to attend Labor-Management Relations Committee meetings when scheduled during normal work hours.

Section 5. Prior to the scheduled Committee meetings, each party must submit to the other its agenda items. The agenda will be limited to items which are of a group rather than individual concern and cannot easily be solved through supervisory channels.

ARTICLE 18. SEVERABILITY

If any section subdivision, paragraph, sentence, clause, phrase, or other party of this Agreement is determined or declared to be contrary to or in violation of any State or Federal law, the remainder of this Agreement shall not hereby be affected or invalidated.

ARTICLE 19. MANAGEMENT-ASSOCIATION SECURITY

The Association and Employer agree that there will be no strike or lockout during the term of this Agreement. It is understood that the Association has the right to engage in concerted activity concerning economic matters during the legislative session.

ARTICLE 20. TERMINATION AND RENEWAL

Section 1. This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full force and effect through the 30th day of June, 2017. Either party shall notify the other in writing at least 60 days and not more than 90 days prior to the expiration date that they desire to terminate or modify this Agreement. If the Association gives such notice, it agrees to notify the Chief, State Office of Labor Relations, Department of Administration, in writing of such requested negotiations at the same time such notice is given to the agency. In the event such notice is given, negotiations shall begin no later than 30 days prior to the expiration date.

Section 2. Neither party to this Agreement shall make unilateral changes in the terms of this Agreement pending the settlement of the outstanding differences through mutually agreeable procedures.

Section 3. It is agreed that the Employer and Association will reopen negotiations on applicable economic issues sufficiently in advance of the Executive Budget Submittal for the subsequent fiscal biennium to insure time for negotiations to take place. Such budgetary negotiations will be deemed completed in good faith when the negotiated results are submitted to the next legislature in the Executive Budget, by bill or resolution.

IN WITNESS WHEREOF the parties hereto, acting by and through their respective representatives, have hereunto set their hands and seals.

DATED this 29th day of December, 2015

FOR: STATE OF MONTANA

Tim Fox, Attorney General
Department of Justice

Michael Manion, Chief
State Office of Labor Relations

Sarah Garcia, Administrator
Motor Vehicle Division

Joann Loehr, Chief
Title and Registration Bureau

FOR: MONTANA PUBLIC EMPLOYEES ASSOCIATION

Quinton E. Nyman, Executive Director
MPEA

Jeff Howe
MPEA Representative

Stephanie Martin
Employee Representative

Vicki Messick
Employee Representative

Becky Lunceford
Employee Representative

ADDENDUM A

BROADBAND PAY PROVISIONS
Title & Registration Bureau, Department of Justice – MPEA
July 1, 2015 through June 30, 2017

This addendum represents the parties' complete Agreement for the 2015-2017 contract term concerning the placement, adjustment and progression of bargaining unit employees' pay under the broadband pay plan authority prescribed by Section 2-18-303, MCA. The provisions of this addendum supersede the Department of Administration's broadband pay plan policy where the two conflict.

Section 1 – Statement of broadband pay plan goal. It is the goal of the Motor Vehicle Division, Title and Registration Bureau, to use competitive pay ranges based on market factors and to progress employees to target.

Section 2 – Occupational market pay. Except for employees under training assignments and employees in positions identified in Subsections 1 and 2 below, all employees will be paid at no less than entry rate for their assigned pay range as shown in Schedule A below. These pay ranges will remain in effect for the life of this Agreement.

SCHEDULE A
Occupational Pay Ranges
July 2013 through June 2015

SOC Job Code	SOC Job Title	Working Titles	Band	Entry	Target[1]	2012 Market
131495	Government Property Inv Inp	Dealer Compliance Specialists	5	$18.56	$19.22	$24.01
151414	Computer Support Technician	Computer Technician	4	$15.20	$15.74	$19.67
434313	License Permit Technician	Certifier, Information Aide, Dealer Clerk	3	$11.71	$12.12	$15.15
439512	Mail Clerk	Mail Clerk	2	$9.84	$9.19	$11.49
439612	Administrative Clerk	Records (Mailroom) Clerk, Records Section Lead	2	$11.69	$12.15	$15.18

1 Target is 80% of 2012 Market. Covered employees should meet or exceed target with November 2014 pay raise (5%).

Subsection 1. Base pay for lead workers in the same occupational pay range and band. The pay range for lead workers shall be established at between 5% above the lowest paid and 5% above the highest paid employee in that work unit. In situations where a successful candidate's current base wage is already above market, the employee's salary may be increased up to five percent, not to exceed the maximum for the occupational range.

Section 2 – Hiring rates. Employees new to state government will typically be hired at the entry rate for the occupation as shown in Section 2. At the discretion of the department, exceptions may be made for reasons such as the employee's job-related qualifications and the competitive labor market. Other considerations may include existing salary relationships within the job class, band and work unit and the agency's ability to pay.

Section 3 – Training assignments. The Department may establish written training assignments to enable an employee to gain the additional experience and training required for the job. In these cases, the Department may set the employee's base pay rate below the minimum entry rate for a period of time not to exceed one year, and may allow for periodic increases as the employee meets training assignment milestones. At the completion of the training assignment, the employee's pay will be set no less than the entry rate of pay for the occupational pay range.

Section 4 – Promotions, transfers and demotions. The following provisions apply unless the Department makes an exception under special circumstances with notice to the union.

A. **Promotions into positions in a higher pay band.** A promotion is the advancement of an individual to a higher-level job in a higher-level pay band or pay range within a band for the same job class based on qualifications and a significant change in work content. A promoted employee will receive up to a 10 percent pay increase or move to the entry of the higher pay band for the new position if the 10 percent increase is below entry, unless the employee is promoted into a training assignment as described in Section 5 above.

   At the discretion of the Department, an employee's salary may be increased above the 10 percent for promotions.

B. **Transfers into positions in the same pay band.** An employee who is temporarily or permanently transferred to a position in the same pay band but different job class will be treated as a lateral transfer with no change in pay unless:

   (i) the employee's current base salary is below the entry rate for the occupational pay range,
   (ii) the duties of the new position are specialized, and the employee possesses relevant special skills and/or experience.

   At the discretion of the Department, the employee's salary may be increased up

to the target rate for the new position.

C. **Demotions.** The Department will typically set the base wage of an employee demoted to the position in a lower pay band anywhere between entry and target for the occupational pay range, or the Department may, at its discretion, maintain the employee's current salary.

Section 5 - Should Section 2-18-303 MCA be amended to permit wage increases the parties agree to negotiate the application of that amendment.

Across the Board Pay Adjustments

All employees covered by this collective bargaining agreement shall receive a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2016 and a $.50 an hour pay increase effective the first day of the first complete pay period that includes January 15, 2017. The increases shall apply to the employee's base pay.

Further, in accordance with Section 2-18-303(4)(a)(i), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

Employer Contributions for Group Health Plan

The State of Montana agrees to increase the employer's share of the individual health contributions for group benefits by 10% ($976 a month) from January 2016 through December 2016 and by 8% ($1054 a month) from January 2017 through December 2017.